

**Smiles for Children Program  
Administered by DORAL DENTAL USA, LLC  
DENTAL PROVIDER SERVICE AGREEMENT**

THIS AGREEMENT, effective as of the date executed by Doral, ("Effective Date"), is made between THE VIRGINIA DEPARTMENT OF MEDICAL ASSISTANCE SERVICES, (hereinafter referred to as "DMAS") and DORAL DENTAL USA, LLC (hereinafter referred to as "Doral") and \_\_\_\_\_  
(hereinafter referred to as "Provider"). (Entity Name as appears on W-9)

On the Effective Date, this Agreement supersedes and replaces any existing agreements between the parties relating to the provision of dental services to Members.

**RECITALS**

WHEREAS, Doral is a limited liability company qualified to do business in Virginia, which has as its primary objective the delivery of dental services to Members of the "*Smiles For Children*" program, operated under the direction of DMAS;

WHEREAS, Provider, has an unrestricted license to practice dentistry in the Commonwealth of Virginia and desires to provide dental services pursuant to the terms and conditions of this Agreement;

WHEREAS, DMAS, Doral and Provider desire to enter into this agreement in order to facilitate streamlined administration of the agreement and to comply with requirements of federal and state law;

NOW, THEREFORE, in consideration of the above and the promises hereinafter contained, the parties hereby agree as follows:

1. **DEFINITIONS** As used in this Agreement, the following terms shall have the following respective meanings. All other capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.
  - (a) "Agreement": This Agreement between Doral acting on behalf of the "*Smiles For Children*" program and Provider, including all attachments hereto.
  - (b) "Appeal Procedure": The process whereby a Provider exercises their right to contest verbally or in writing any adverse action taken by Doral to deny, reduce, terminate, delay or suspend a Covered Service.
  - (c) "Covered Service": A dental health care service or supply, including those services covered through the Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) program that satisfies all of the following criteria:
    - (1) is medically necessary;
    - (2) is covered under the "*Smiles For Children*" program ;
    - (3) is provided to an enrolled Member by a Participating Provider; and
    - (4) is the most appropriate supply or level of care that is consistent with professionally recognized standards of dental practice within the service area and applicable policies and procedures.
  - (d) "DMAS": The Virginia Department of Medical Assistance Services.
  - (e) "Emergency Services": Covered dental services furnished by a qualified provider that are needed to evaluate or stabilize an emergency medical condition that is found to exist using the prudent layperson standard.
  - (f) "EPSDT": The Early and Periodic Screening, Diagnosis and Treatment program for persons (under age 21) refers to the early and periodic screening, diagnosis and treatment of enrollees under age 21 made pursuant to 42 U.S.C. Sections 1396a(a)43, 1396d(a) and (r) and 42 C.F.R. Part 441, Subpart B

to ascertain children's individual physical and mental illness and conditions discovered by the screening services, whether or not such services are covered.

- (g) "Member or Enrollee": Any individual who is eligible to receive Covered Services provided for under the "*Smiles For Children*" program.
- (h) "The Commonwealth": The Commonwealth of Virginia.
- (i) "Claim": Means any bill or claim made by or on behalf of an enrollee or the Dentist to Doral under the agreement for payment for Dental Services under the *Smiles for Children* program
- (j) "Clean Claim": Means a claim that can be processed without obtaining additional information from the provider of the service or from a third party. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.
- (k) "Participating Provider or Provider": A dental professional or facility, including Provider Dentist, that has a written participation agreement in effect with DMAS and Doral, to provide dental services to members of the "*Smiles for Children*" program.
- (l) "Provider Dentist": A Doctor of dentistry, duly licensed and qualified under the laws of the Commonwealth of Virginia, who practices as a shareholder, partner, or employee of Provider.
- (m) "Smiles For Children": The name of the dental program provided to Virginia Medicaid, FAMIS and FAMIS Plus enrollees, administered by Doral, under the direction of DMAS.
- (n) "Usual and Customary": The fee that an individual dentist most frequently charges the general public for a given dental service.

## **2. SERVICES**

- (a) Provider agrees to provide necessary and appropriate dental services within the scope of their licensure to eligible "*Smiles For Children*" members. Provider agrees, warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Provider on the grounds of disability, age, race, color, religion, sex, national origin, economic status, payment source, or any other classification protected by Federal, Commonwealth of Virginia constitutional, or statutory law.
- (b) Provider agrees to comply with all applicable federal and state laws relating to non-discrimination and equal employment opportunity, including the Civil Rights Act of 1964, regulations issued pursuant to that Act and provision of Executive Order 11246 dated September 26, 1965, as well as the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Provider agrees to ensure that all services are provided in a culturally competent manner and are accessible to all members including those with limited English proficiency, limited reading skills, hearing incapacity, or those with diverse cultural and ethnic backgrounds. Provider agrees to make available professional interpreter services available to an enrollee when such services are necessary in the judgment of the treating professional or requested by the enrollee. Provider agrees to provide physical and program accessibility of dental services to persons with physical and sensory disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by any applicable DHFS regulations (45 C.F.R. Part 84) of CMS regulation (42 C.F.R. Parts 417 and 434) and all guidelines and interpretations issued pursuant thereto.
- (c) Provider may designate the extent to which he/she will participate in the Smiles For Children program, ie; Provider may set panel size maximum. Provider shall notify Doral of any such limitations. Within the restrictions of (a) and (b) above, Provider may constitute their panel in accordance with any objective measure. Providers are not obligated under this Agreement to provide

services to any Medicaid recipient who does not meet the criteria for inclusion in the Provider's designated panel.

- (d) Provider may not refuse to provide necessary and appropriate dental services to eligible "*Smiles for Children*" Members covered under this Agreement for medical or non-medical reasons. However, Provider shall not be required to accept or continue treatment of a Member with whom Provider feels he/she cannot establish and/or maintain a professional relationship, or is beyond the scope of Provider's expertise or ability.
- (e) Provider may render Emergency Services to "*Smiles for Children*" Members without the requirement of an authorization.
- (f) Provider agrees that under reasonable, routine circumstances, appointment times shall be the usual and customary not to exceed six (6) weeks for regular appointments and forty-eight (48) hours for urgent care. Wait times shall not exceed forty-five (45) minutes.

**3. COMPENSATION** Provider agrees:

- (a) Provider agrees to accept "*Smiles For Children*" reimbursement amounts established by DMAS and provided in Attachment A for services provided under this Agreement between Provider and Doral to "*Smiles For Children*" enrollees. Provider shall not solicit or accept any surety or guarantee of payment from Member in excess of the amount of applicable co-payments
- (b) Except as expressly allowed herein, that in no event including, but not limited to non-payment or insolvency of Doral or any breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons acting on their behalf for services provided pursuant to this Agreement. Provider further agrees that this provision shall survive the termination of the Agreement regardless of the cause, giving rise to termination.
- (c) That they shall hold the "*Smiles for Children*" Members harmless and shall not bill the Member for non-covered services if the services are not covered as a result of any error or omission by Provider.
- (d) A Provider shall be permitted to charge an eligible "*Smiles For Children*" Member for dental services which are not covered services only if the Member knowingly elects to receive the services and enters into an agreement in writing to pay for such services prior to receiving them. Non-covered services include: services not covered under the "*Smiles For Children*" plan; services for which pre-authorization has been denied and deemed not medically necessary; and services which are provided out-of-network.

**4. SUBMISSION OF CLAIMS** Provider shall submit claims for "*Smiles for Children*" dental services to Doral in a manner and format prescribed by DMAS and Doral. The preferred method of claims submission is via electronic means. Participating Providers shall submit claims on a standard ADA claim form or in a format that has been approved by Doral in advance for all Covered Services, which claims must be received by Doral not more than 180-days after the date on which those services are rendered. Claims received by Doral after this 180-day period shall be denied for payment. Participating Providers shall submit claims using the most recent medical service codes and procedures listed in the Current Dental Terminology (CDT-5). Participating Provider shall code all bills in a manner, which accurately reflects the services performed.

- (a) Doral will pay claims submitted by any dentist or on any dentists behalf that participates in the "*Smiles for Children*" program within 30 days of receipt of the claim except where Doral's obligation to pay the claim is not reasonably clear due to the existence of a reasonable basis supported by specific information available for review by the person submitting the claim that:

1. Doral has determined that the claim is not a clean claim due to a good faith determination or dispute regarding (i) the manner in which the claim form was completed or submitted, (ii) the eligibility of a person for coverage, (iii) the responsibility of another carrier for all or part of the claim, (iv) the amount of the claim or the amount currently due under the claim (v) the benefits covered, or (vi) the manner in which services were accessed or provided; or the claim was submitted fraudulently.
2. Doral will pay a claim if Doral has previously authorized the dental services or has advised a dentist or enrollee in advance that the provision of dental services are medically necessary and a covered benefit, unless:
  - i. The documentation for the claim provided by the person submitting the claim clearly fails to support the claim as originally authorized; or
  - ii. Doral's refusal is because (i) another payer is responsible for the payment, (ii) the Dentist has already been paid for the dental services identified on the claim, (iii) the claim was submitted fraudulently or the authorization was based in whole or in part on erroneous information provided to Doral by the dentist, member, or other person not related Doral, (iv) the person receiving the dental services was not eligible to receive them on the date of service and Doral did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status.
  - iii. The date of service is outside of 90 days of the date of authorization approval, and Provider has not requested an extension of such authorization.
3. Doral will only consider an adjustment to a previously submitted claim if it is re-submitted within 12 months after the original claim was paid. Doral will not pay a claim or make an adjustment submitted after the end of these timely filing periods.

5. **COMPLIANCE WITH "Smiles for Children" PROTOCOLS** Provider agrees to comply with any and all policies, rules and regulations of the "Smiles for Children" program as they may exist from time to time including credentialing standards established by DMAS and Doral, the timeliness of claims submission, prior approval processes for certain dental procedures and network rules. Provider agrees to refer patients that require covered specialty services (oral surgery, endodontics, prosthetics, pediatrics, periodontics, and orthodontics) that Provider does not perform only to dental specialists designated by Doral or DMAS to provide such services.

6. **INSURANCE** Provider shall procure and maintain all necessary liability, worker's compensation and malpractice insurance consistent with Virginia State requirements. Provider shall provide evidence of such coverage to Doral upon the execution of this Agreement and thereafter as requested by Doral or DMAS.

7. **QUALIFICATION** PROVIDER WARRANTS AND REPRESENTS:

- (a) That they are licensed to practice dentistry in the Commonwealth of Virginia, and that they will maintain such license in good standing and will provide "Smiles for Children" a copy of said license upon execution of this Agreement.
- (b) That they possesses the education, skills, training, physical and mental health status, and other qualifications necessary to provide quality dental patient care.
- (c) That they will provide dental care, which meets or exceeds the average standard of care for dentists practicing in the region and will comply with all standards for dentists as established by any State or Federal law or regulation.

- (d) That they will comply with continuing education standards promulgated by the Commonwealth of Virginia, Dental Examining Board.
- (e) That they will mail to Doral, upon request, a copy of State licensure and DEA certification (if applicable). Provider agrees to forward such information no later than thirty (30) days after request is received from Doral.
- (f) That they will cooperate and provide information necessary to meet Doral and DMAS credentialing standards.
- (g) If Provider performs laboratory services, that all applicable requirements of the Clinical Laboratory Improvement Act of 1988 ("CLIA") must be met.

**8. DENTAL RECORDS and RE-EVALUATION** Provider agrees:

- (a) To cooperate and provide Doral and/or DMAS, or any external review organization approved by DMAS and/or any organization authorized by statute to investigate violations within the Medicaid, FAMIS or FAMIS Plus program with access to Member's dental records for the purposes of quality assessment, service utilization and quality improvement or investigation of Member complaints or grievances. The Provider further agrees to provide such information, including but not limited to encounter, utilization, referral and other data, that Doral may require to be submitted to it for compliance with its own data reporting requirements or as required by DMAS.
- (b) To cooperate with the re-evaluation of their credentials at such intervals as Doral or DMAS shall determine.
- (c) That Doral and DMAS shall have the right to evaluate through inspection, whether announced or unannounced, or by other means, any records pertinent to this Agreement including quality, appropriateness and timeliness of services, and such evaluation, when performed, shall be performed with the cooperation of the Provider. Upon request, Provider shall assist in such reviews including but not limited to the provision of complete copies of dental/medical records.
- (d) That should a Member cease to seek services from Provider, Provider shall make available upon request, at no cost to the Member or Member's new dental provider, a copy of all the Member's dental/medical records.
- (e) That any and all Member records will be maintained the greater of a period not less than five (5) years or the minimum required by the State, from the termination of this Agreement, and retained further if such records are under review or audit until such review or audit is complete. Said records shall be made immediately available for fiscal audit, medical audit, medical review, utilization review and other periodic monitoring upon request of authorized representatives of Doral or DMAS.
- (f) To allow Members and their authorized representatives access to and copies of the Members' medical records to the extent and in the manner provided by law.
- (g) Provider shall safeguard all information about Members according to applicable state and federal laws and regulations. All material and information, in particular information relating to Members or potential Members, which is provided to or obtained by or through Provider's performance under this Agreement, whether verbal, written, tape, or otherwise, shall be reported as confidential information to the extent confidential treatment is provided under state and federal laws. Provider shall not use any information so obtained in any manner except as necessary for the proper discharge of his/her obligations and securement of his/her rights under this Agreement. Neither Doral, DMAS nor Provider shall share confidential information with a Member's employer absent the Member's consent for such disclosure. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") relating to the exchange of information and shall cooperate with Doral and DMAS in its efforts to ensure compliance with the privacy

regulations promulgated under HIPAA and other related privacy laws. Provider and Doral further agree that, to the extent HIPAA or such implementing regulations require amendment(s) hereto, Provider and Doral shall conduct good faith negotiations to amend this Agreement.

**9. IMMUNITY** Provider agrees:

- (a) That any act, communication, report, recommendation, or disclosure, with respect to the Provider, performed or made in good faith and without malice and at the request of any authorized representative of “*Smiles for Children*” program, for the purpose of achieving and maintaining quality dental patient care shall be privileged to the fullest extent permitted by law.
- (b) That there shall be, to the fullest extent permitted by law, absolute immunity from civil liability arising from any such act, communication, report, recommendation or disclosure, even where the information involved would otherwise be deemed privileged.
- (c) That such immunity shall apply to all acts, communication, reports, recommendations, or disclosures performed or made in connection with “*Smiles for Children*” program’s activities related, but not limited to:
  - (1) Applications for Dental Provider Service Agreements.
  - (2) Periodic reappraisals of Dental Provider Service Agreements.
  - (3) Corrective action, including termination by Doral or DMAS of Dental Provider Service Agreement.
  - (4) Dental care evaluations.
  - (5) Utilization review, and,
  - (6) Other “*Smiles for Children*” activities related to quality patient care and professional conduct.
- (d) That the acts, communications, reports, recommendations, and disclosures referred to in this Section 9, may relate to a Provider's professional qualifications, clinical competency, character, mental or emotional stability, physical condition, ethics, or any other matter that might directly or indirectly have an effect on dental patient care.

**10. ADMINISTRATIVE** Provider agrees:

- (a) To comply with the Doral and DMAS Quality of Care standards set forth in the Office Reference Manual.
- (b) That Doral shall monitor the quality of services delivered under Agreement and initiate corrective action where necessary to improve quality of care, in accordance with that level of dental care which is recognized as acceptable professional practice in the respective community in which the provider practices and/or the standards established by DMAS. Provider agrees they will comply with corrective actions plans initiated by Doral and/or DMAS.
- (c) To promptly disclose to Doral any information regarding their professional capacity that may or could have a detrimental impact on DMAS, Doral or Member.
- (d) Provider understands that any and all changes in the Provider's legal and contractual relationship to and with Provider's clinic partners, who are also party to this Agreement must be communicated in writing to Doral, or Doral and/or DMAS may elect to terminate this Agreement pursuant to the termination provisions herein.
- (e) To cooperate in providing for effective implementation of the provisions of Doral's dental insurance contracts relating to the coordination of benefits and other third-party claims.

#### **11. PROVIDER DENTIST**

- (a) Provider shall supply all information requested by “*Smiles for Children*” program for the purpose of credentialing Provider Dentists, and Provider Dentists must be approved for participation by Doral in writing before rendering Covered Services to Members.
- (b) Provider Dentist shall have the rights and obligations provided in the Agreement, and understands that certain provisions of the Agreement shall also be individually binding on Provider Dentists, and that Doral and/or DMAS may require performance of all provisions by Provider Dentist. Provider Dentist also understands that Doral, DMAS, and Provider may amend the Agreement without right or review by or approval of Provider Dentist.
- (c) Provider Dentist agrees to look solely to Provider for reimbursement of Covered Services, where Provider is designated as payee pursuant to Agreement, as applicable.

#### **12. PROVIDER LISTING** Provider agrees, that “*Smiles for Children*” may list him/her as a participating dental provider by telephone number, name, office hours, identification of Virginia license, office address, and panel status in its provider directories and similar documents.

#### **13. INDEMNIFICATION**

- (a) Doral and Provider agree that if either party is without fault and is held liable for the acts of the other arising out of the rendering or failure to render professional services, their rights to indemnity or contribution as provided by the applicable laws for the Commonwealth of Virginia may be pursued in accordance with such laws.
- (b) Provider shall indemnify and hold harmless the Commonwealth of Virginia as well as its officers, agents and employees (hereinafter the “Indemnified Parties”) from all claims, losses or suits incurred by or brought against the Indemnified Parties as a result of the failure of Provider to comply with the terms of the Provider Agreement.
- (c) Provider shall indemnify and hold harmless the Indemnified Parties as well as their officers, agents and employees from all claims or suits which may be brought against the Indemnified Parties for infringement of any laws regarding patents or copyrights which may arise for Provider’s performance under the Provider Agreement. In any such action brought against the Indemnified Parties, Provider shall satisfy and indemnify the Indemnified Parties for the amount of any final judgment for infringement.

#### **14. RESOLUTIONS AND DISPUTES**

- (a) If a dispute arises between the parties involving a contention by one party that the other has failed to perform its obligations and responsibilities under this Agreement, then the party making such contention shall promptly give notice to the other. Such notice shall set forth in detail, the basis for the party’s contention, and shall be sent by Certified Mail-Return Receipt Requested. The other party shall within thirty (30) calendar days of receipt of the notice provide a written response seeking to satisfy the party that gave notice regarding the matters as to which notice was given. Following such response, or the failure of the second party to respond to the complaint of the first party within thirty (30) calendar days, if the party that gave notice of dissatisfaction remains dissatisfied, then the party shall so notify the other party and the matter shall be promptly submitted to inexpensive and binding arbitration or request review by an independent review organization.
- (b) Participating Providers that disagree with determinations made by the Doral dental directors may submit a written Notice of Appeal to Doral that specifies the nature and rationale of the disagreement. This notice *and* additional support information must be sent to Doral at the address below within 30 days from the date of the original determination to be reconsidered by Doral’s Virginia Peer Review Committee.

Doral Dental USA, LLC  
Attention: Utilization Management/Provider Appeals  
12121 N. Corporate Parkway  
Mequon, WI 53092

All notices received shall be submitted to Doral's Virginia Peer Review Committee for review and reconsideration. The Committee will respond in writing with its decision to the Provider. Upon completion of the Doral appeal process, the Participating provider may appeal to the Department of Medical Assistance Services (DMAS). The appeal must be in writing and sent to DMAS within 30 days from the final appeal decision letter from Doral. Appeals to DMAS must be sent to the following address:

Director  
Appeals Division  
Department of Medical Assistance Services  
600 East Broad Street  
Suite 1300  
Richmond, VA 23219

#### **15. TERM AND TERMINATION**

- (a) Term. This Agreement shall begin on the Effective Date and shall remain in effect unless terminated in accordance with the terms of this Agreement.
- (b) Events upon Termination. In the event of termination of the agreement between Doral and the Commonwealth of Virginia for the provision of services under the "*Smiles For Children*" Program, this Agreement may be terminated immediately and Provider shall make available upon request, to DMAS, or its designated representative, in a useable form, a copy of any or all records, whether medical, dental or financial, related to Provider's activities undertaken pursuant to this Agreement. The provision of such records shall be at no expense to the DMAS or Doral.
- (c) Termination. This Agreement may be terminated as follows:
  - (1) By Doral or Provider, without cause, upon 30 days prior written notice.
  - (2) By either party, in the event of a material breach of this Agreement by the other party, upon 90 days prior written notice to the other party.
  - (3) By Doral or DMAS immediately upon Provider's death, loss or suspension of licensure or certification; or loss of liability insurance, failure to cooperate with Doral in the provision of cost-effective, quality services to Members; failure to cooperate with and abide by the provisions of Doral's quality assurance, credentialing, utilization management, or Member grievance systems, or is determined by Doral or DMAS to be harming Members or engaging in Fraud,
  - (4) By Provider upon written notice to Doral 30 days prior to the effective date of any amendment made to this Agreement pursuant to Section 16 (c).

#### **16. MISCELLANEOUS**

- (a) The relationship created hereunder is one of an independent contract and not one of employment or agency.
- (b) This Agreement is not an exclusive contract and Doral may contract with other providers of dental services. Provider may contract with other dental plans. This Agreement shall be regarded as confidential and its terms or contents shall not be disclosed to any other party, except the legal or financial representative of Provider, without the consent of Doral.



- (c) Doral and/or DMAS may amend or restate this Agreement by sending a copy of the proposed amendment or restated agreement to Provider at least thirty (30) days prior to its effective date. If Provider does not object to the implementation of such amendment or restated agreement within such thirty (30) day notice period, Provider shall be deemed to have accepted the proposed amendment or restated agreement as of the end of the thirty (30) day notice period. In the event Provider objects within the thirty (30) day notice period, by providing written notice to Doral, the parties shall confer in good faith to reach agreement. If such agreement cannot be reached, either Doral or Provider may terminate this Agreement as specified herein.
- (d) The waiver by either party of a breach of violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- (e) This Agreement incorporates by reference all applicable federal and state laws, regulations, guidelines and court orders. The revision of any applicable federal or state laws, regulations, guidelines or court orders shall automatically be incorporated into this Agreement, as they become effective. In the event that changes in the Agreement as a result of revisions and applicable federal or state laws, regulations, guidelines or court orders materially affect the position of either party, Doral and Provider agree to negotiate such further amendments as may be necessary to correct any inequities. The invalidity or unenforceability of any term of condition shall in no way affect the validity or enforceability of the remainder of this Agreement.
- (f) Doral or DMAS may assign this Agreement immediately upon written notice to Provider. Provider must obtain Doral's and DMAS' prior written consent to assign this Agreement.
- (g) This Agreement, which includes the affixed Attachments, represents the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings between them. In the event any requirement in this Agreement is inconsistent with a term in a controlling contract between Doral and a government payor, including, but not limited to, DMAS, such requirement shall be null and void and all other provisions shall remain in full force and effect.
- (h) Any notices required to be given pursuant to the terms and provision hereof shall be sent by mail, addressed to Doral at:

Doral Dental USA, LLC  
*Smiles for Children Program*  
Attn: Provider Information  
12121 North Corporate Parkway  
Mequon, WI 53092

and to the Provider at the address below or as he/she may otherwise notify Doral in writing.

- (i) All words used herein in the singular number shall extend to and include the plural. All words used in the plural numbers shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- (j) The Provider acknowledges and agrees that nothing in the Agreement shall be construed to limit: (a) the authority of Doral or DMAS to ensure the Provider's participation in and compliance with Smiles for Children Program's quality assurance, utilization management, member grievance and other systems and procedures; (b) DMAS authority to monitor the effectiveness of Doral's systems and procedures or the extent to which Doral adequately monitors any function delegated to a subcontractor, or to require Doral to take prompt corrective action regarding quality of care or Member grievances and complaints; or (c) Doral's or DMAS' authority to sanction or terminate a Provider found to be providing inadequate or poor quality care or failing to comply with Doral's systems, standards or procedures as stated herein.

- (k) Doral shall make every effort to maintain accurate information; however, Doral shall not be held liable for any damages directly or indirectly due to typographical errors. The Provider agrees to immediately notify Doral of any errors found on remittance statements.

IN WITNESS WHEREOF, the parties hereto have executed this “*Smiles for Children*” Provider Agreement on the date written below:

**Provider/Clinic Name & Address**

**DORAL DENTAL USA, LLC**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Tax ID \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
Steven J. Pollock  
President

BY: \_\_\_\_\_  
(Please print or type name)

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PROVIDER DENTISTS**  
(Please type or print)

Please list the name of all individual dentists providing services under the terms of this Agreement.

\_\_\_\_\_  
Dentist Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Dentist Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Dentist Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Dentist Name

\_\_\_\_\_  
Specialty

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## **ATTACHMENT A**

### **DENTAL PANEL REIMBURSEMENT**

#### **1.00 Provider Reimbursement**

- 1.01 Provider shall be paid the lesser of billed charges, or 100% of the current “*Smiles for Children*” program fee schedule attached hereto as ATTACHMENT A-1 for the provision of Medically Necessary Covered Services to Members who are served through the Smiles For Children program.
- 1.02 Orthodontic procedures require pre-authorization. The maximum payment on a comprehensive case is \$3509.22. A comprehensive case requires a handicapping malocclusion determined by a minimum Salzmann index score of 25. All adjustments shall be submitted to Doral electronically, or on a standard ADA claim form. Quarterly Adjustments shall be submitted every ninety (90) days. Final adjustments shall be noted as such on the final claim submission for de-banding payment. Cases shall be paid out as follows:

D8660	Case Records (for denied cases only)	\$200.00
D8080	Banding fee submitted with claim for payment	\$1403.70
D8670	Quarterly Adjustments submitted with claims (3 Max.)	\$701.84

#### **2.00 Utilization Review and Control**

- 2.01 DMAS and Doral must provide for continuing review and evaluation of the care and services paid through Title XIX and XXI funds in accordance with Title 42 Code of Federal Regulations, Parts 455 and 456. Therefore, Doral will routinely conduct compliance reviews to ensure that services provided to recipients are medically necessary and appropriate and are provided in accordance with Federal and State regulations, DMAS policy, and the provider’s licensure. Providers will be required to refund payments if they are found to have billed contrary to law, regulation, or DMAS/Doral policy or failed to maintain adequate documentation to support their claims. Providers have the right to appeal these review findings in accordance with the procedures described in Section 14 (b) of this agreement.
- 2.02 Subject to its own discretion, Doral and/or DMAS may periodically investigate instances of suspected fraud or abuse.

#### **3.00 Interpreter Services**

- 3.01 Provider shall be reimbursed by Doral for professional interpreter services performed at the provider’s office only upon submission of billed charges. Provider must submit documentation of the services provided and reimbursement. Interpreter resources are available on the DMAS website under *Smiles for Children* located at [www.dmas.virginia.gov](http://www.dmas.virginia.gov). When utilizing an interpreter who is not on the resource list, the provider must attach a copy of the professional interpreter’s business license with the payment request. The following elements must be included in the documentation: Date of Service, Patient Name and ID number, copy of invoice from the professional interpreter service vendor to show name, address and telephone number of vendor, the type and length of service and the amount paid. Providers must submit request for payment to Doral Corporate Office located at the address listed below:

Doral Dental USA, LLC.  
12121 N. Corporate Parkway  
Mequon, WI. 53092

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**ATTACHMENT A-1**  
**Schedule of Allowable Fees**  
**(Please refer to your Office Reference Manual for the Covered Services)**

<b>Code</b>	<b>Description</b>	<b>Fee</b>	<b>Code</b>	<b>Description</b>	<b>Fee</b>
D0120	Periodic Oral Exam	20.15	D2391	Resin-based Composite – One Surface, Posterior	74.28
D0140	Limited Oral Exam	24.83	D2392	Resin-based Composite – Two Surfaces, Posterior	89.18
D0145	Oral evaluation under 3yrs of age	20.15	D2393	Resin-based Composite – Three Surfaces, Posterior	115.27
D0150	Comprehensive Oral Exam	31.31	D2394	Resin-based Composite, 4 or more	127.70
D0210	Xray Complete Series Adult	71.91	D2644	Onlay- Porcelain/Ceramic	500.00
D0220	Xray Intraoral Single	11.18	D2710	Crown Plastic/Acrylic (Lab)	244.64
D0230	Xray Intraoral Additional	11.18	D2720	Crown Resin W/ High Noble Metal	500.00
D0240	Xray Intraoral Occlusal Single	12.27	D2721	Crown Resin W/Predom. Base Metal	500.00
D0250	Xray Extraoral Lateral Jaw	47.19	D2722	Crown Resin W/Noble Metal (Semi-Precious)	500.00
D0260	Xray Extraoral Ea. Additional	42.94	D2740	Crown- Porcelain/Ceramic Substrate	500.00
D0270	Bitewings single Film	11.18	D2750	Crown, Porcelain, Fused to High Noble Metal	500.00
D0272	Xray Bitewing 2 Films	20.15	D2751	Crown Porcelain, Fused to Predominantly Base Metal	500.00
D0273	Bitewing 3 Films	24.00	D2752	Crown Porcelain Fused to Noble Metal (Semi-Precious)	500.00
D0274	Xray Bitewings 4 Films	27.60	D2790	Crown-Full Cast High Noble Metal	500.00
D0330	Xray Extraoral Panoramic	53.99	D2791	Crown, Full cast Predom Base Metal	500.00
D0340	Xray Extraoral Cephalometric	72.02	D2792	Crown, Full Cast Predominantly Noble Metal (Semi-Precious)	500.00
D0470	Diagnostic Models	52.15	D2794	Crown – Titanium	500.00
D1110	Prophylaxis Adult Age 13-20	47.19	D2915	Recement Post and Core	43.46
D1120	Prophylaxis Child Age 0-12	33.52	D2920	Recement Crowns	43.46
D1203	Topical Fluoride Child Age 0-12	20.79	D2930	Crown Stainless Stl, Prefab	136.93
D1204	Topical Fluoride Adult Age 13-20	20.79	D2931	Crown Stnls Stl Crown, Permmt	136.93
D1206	Topical Fluoride Varnish	20.79	D2932	Prefabricated Resin Crown	128.22
D1351	Sealant, Per Tooth	32.28	D2933	Prefabricated Stainless Steel Crown with Resin Window	179.88
D1510	Space Maintainer Fixed Unilateral Band Treatment	137.84	D2934	Stainless Steel CR – Esthetic	179.88
D1515	Space Maintainer Fixed Bilateral	228.49	D2940	Sedative Filling	40.98
D1520	Space Maintainer Removable Unilateral	137.84	D2950	Crown Buildup, Including Pins	110.27
D1525	Space Maintainer Removable Bilateral	228.49	D2951	Pin Retention, In Addition to Res	19.87
D1550	Recement of Space Maintainer	53.40	D2952	Cast Post & Core in Adtn to Crn	123.06
D1555	Removal of fixed space maintainer	43.46	D2954	Prefab Steel Post & Core in Addi	110.27
D2140	Restor Amalgam 1 Sfc Primary/Perm	59.38	D2962	Labial Veneer Laminate- Porcelain Lab	362.06
D2150	Restor Amalgam 2 Sfc Perm	75.53	D2970	Temporary Crown	70.00
D2160	Restor Amalgam 3 Sfc Perm	89.18	D3110	Pulp Cap Direct	18.41
D2161	Restor Amalgam 4 Sfc Perm	100.36	D3120	Pulp Cap Indirect	18.41
D2330	Resin Acid Etch, 1 Surf, Anterior	74.28			
D2331	Resin Acid Etch, 2 Surf, Anterior	89.18			
D2332	Resin Acid Etch, 3 Surf, Anterior	115.27			
D2335	Resin Acid Etch, 4+Surf, Anterior	132.66			
D2390	Resin-based Composite Crown, Anterior	158.38			

<b>Code</b>	<b>Description</b>	<b>Fee</b>	<b>Code</b>	<b>Description</b>	<b>Fee</b>
D3220	Therapeutic Pupotomy	83.19	D5213	Upper Partial Cast Base Acrylic Saddles	742.34
D3221	Gross Pulpal Debridement, Primary and Permanent Teeth	67.49	D5214	Lower Partial Base Cast Base with Acrylic	742.34
D3230	Pupal Therapy, Anterior-Primary	165.65			
D3240	Pupal Therapy, Post-Primary	208.59			
D3310	Endodontics Anterior	375.00	D5225	Max Partial Denture, Flex Base	660.65
D3320	Endodontics Bicuspid	430.00	D5226	Mand Partial Denture, Flex Base	660.65
D3330	Endodontics Molar	679.00	D5281	Removable Unilateral Partial Denture	273.99
D3346	Retreatment of Prev. Root Canal-Anterior	431.25	D5410	Denture Adjust, Complete Upper	32.28
D3347	Retreatment of Prev. Root Canal-Bicuspid	494.50	D5411	Adjust Complete Denture-Lower	32.28
D3348	Retreatment of Prev. Root Canal-Molar	780.85	D5421	Adjust Partial Denture-Upper	19.87
D3351	Apexification Initial Visit	92.03	D5422	Adjust Partial Denture-Lower	19.87
D3352	Apexification-Interim	61.35	D5510	Repr Broken Complete Dent Base	83.19
D3353	Apexification Complete	404.91	D5520	Replace Missing/Broken Teeth-Complete	68.29
D3410	Apicoectomy	278.17	D5610	Brkn Acrylic Saddle or Base	83.19
D3421	Apicoectomy Biscuspid One Root	278.17	D5620	Repair Cast Framework	120.47
D3425	Apicoectomy, Molar One Root	278.17	D5630	Repair or Replace Broken Clasp	115.48
D3426	Apicoectomy, Each Additional	122.70	D5640	Brkn Dntur Replace Teeth Only	109.27
D3430	Periapical Retrograde Filling	61.35	D5650	Dntr Pry Add Tooth Not Abutmt	95.63
D4210	Gingivect/Gingivoplast, Per Quad	340.26	D5660	Dntur Prt Add Clasp To Partial Dentures	115.48
D4211	Gingivect/Gingivoplast, - One to Three Teeth, Per Quad	200.00	D5730	Reline Complete Upper Denture (Chairside)	202.39
D4249	Crown lengthening-hard tissue	300.00	D5731	Reline Complete Lower Denture (Chairside)	202.39
D4260	Periosseous Surgery Per Quad	527.77	D5740	Reline Upper Partial (Chairside)	103.06
D4261	Periosseous Surgery – One to Three teeth, Per Quad	368.04	D5741	Reline Lower Partial Denture (Chairside)	103.06
D4263	Bone Graft, 1 <sup>st</sup> Site-Quad	218.00	D5750	Denture Reline-Complete Upper (Laboratory)	237.14
D4264	Bone Graft, Addtl Site-Quad	109.00	D5751	Reline Complete Lower Denture (Laboratory)	237.14
D4270	Pedicle Soft Tissue Graft Procedure	244.64	D5760	Dntur Reline Partial Lab Upper	146.52
D4271	Free Soft Tissue Procedure (Including Donor Site Surgery)	337.43	D5761	Reline Lower Partial Denture (Laboratory)	146.52
D4273	Subepithelial Soft Tissue Graf	398.71	D5851	Tissue conditioning, mandibular	125.00
D4320	Temporary Splint Intracoronal	146.52	D5951	Feeding Aid	391.41
D4321	Temporary Splint Extracoronal	257.06	D6205	Pontic, Resin Based	500.00
D4341	Definitive Scaling and Rt. Pln, Per Q	93.14	D6211	Pontic-Cast Predominantly Base Metal (Non	500.00
D4342	Periodontal Scaling and Root Planing-1 to 3 Teeth per Quad	49.08	D6212	Pontic-Cast Predominantly Base Metal (Non	500.00
D4355	Debridement per Quad	19.57	D6214	Pontic- Titanium	500.00
D4910	Perio. Maintenance Following Treatment	62.09	D6240	Pontic-Porcelain fused to High Noble Metal	500.00
D5110	Denture Complete Upper	674.85	D6241	Pontic- Porcelain Fused Predominantly Base Metal	500.00
D5120	Denture Complete Lower	674.85	D6242	Pontic- Porcelain Fused Noble Metal	500.00
D5130	Immediate Denture- Maxillary	674.85	D6245	Pontic- Porcelain/Ceramic	500.00
D5140	Immediate Denture- Mandibular	674.85	D6250	Pontic-Resin with High Noble Metal	500.00
D5211	Upper Partial Acrylic Base (Including Any	660.65			
D5212	Lower Partial Acrylic Base (Including Any	660.65			



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D6251	Pontic Resin with Predominantly Base Metal	500.00	D7283	Placement, Device to Aid Eruption	99.00
D6252	Pontic Resin with Noble Metal (Semi-Preci	500.00	D7285	Biopsy of Oral Tissue, Hard	81.95
D6545	Cast Metal Retainer For Bonded Bridge	293.56	D7286	Biopsy of Oral Tissue, Soft	81.95
D6548	Retainer-Porcelain/Ceramic	293.56	D7288	Brush Biopsy	61.35
D6710	Crown, Resin Based	500.00	D7310	Alveoloplast, conjunct w/ Extract	101.84
D6720	Crown, Resin w/ High Noble Metal	500.00	D7311	Alveoloplasty in Conjunction with Extractions – Per Quad	49.08
D6721	Crown Resin with Predominantly Base Metal	500.00	D7320	Alveoloplasty–No Extractions	171.38
D6722	Crown Resin with Noble Metal (Semi-Precio	500.00	D7321	Alveoloplasty, W/O Ext	85.88
D6740	Crown Porcelain/Ceramic	500.00	D7450	Removal of Benign Odontogenic Cyst or Tumor – up to 1.25 cm	142.14
D6750	Crown Porcelain Fused to High Noble Metal	500.00	D7451	Removal of Benign Odontogenic Cyst or Tumor – greater than 1.25 cm	161.01
D6751	Crown Porcelain Fused to Base Metal	500.00	D7471	Removal of Lateral Exostosis (Maxilla or Mandible)	171.38
D6752	Crown Porcelain Fused to Noble Mental (SE)	500.00	D7472	Removal of Torus Palatinus	245.40
D6790	Crown Full Cast High Noble Metal	500.00	D7473	Removal of Torus Mandibularis	171.38
D6791	Crown Full Cast Predominantly Base Metal	500.00	D7485	Surgical Reduction of Osseous Tuberosity	171.38
D6792	Crown Full Cast Nobel Metal (Semi-Preci	500.00	D7510	Abscess Intraoral I and D	31.04
D6794	Crown, Titanium	500.00	D7511	Incision, Drainage Intra – Com	68.00
D6930	Recement Bridge	63.33	D7880	occlusal Orthotic Devise, By Report	391.41
D6970	Cast Post and Core in Addition to Bridge	123.06	D7960	Frenulectomy	340.26
D6972	Prefabricated Steel Post and Core in Addi	110.27	D7963	Frenuloplasty	368.04
D6973	Core Buildup Retainer	110.27	D7970	Excision of Hyperplastic Tissue – Per Arch	163.90
D7111	Coronal Remnants – Deciduous Tooth	18.41	D7971	Excision of Pericoronal Gingiva	86.92
D7140	Extraction, Erupted Tooth or Exposed Root	69.00	D7972	Surgical Reduction of Fibrous Tuberosity	163.90
D7210	Surgical Rmvl of Erupted Tooth	128.00	D8020	Limited Orthodontic Treatment of the Transitional Dentition	331.57
D7220	Remvl Impacted, Soft Tissue	154.00	D8030	Limited Orthodontic Treatment of the Adolescent Dentition	331.57
D7230	Remvl Impacted, Partially Bony	213.00	D8040	Limited Orthodontic Treatment of the Adult Dentition	331.57
D7240	Remvl Impacted, Completely Bon	247.00	D8080	Comprehensive Orthodontic Treatment of Adult Dentition, Banding	1403.70
D7241	Removal of Impacted Tooth – Completely Bony with Unusual Surgical Complications	266.00	D8210	Removable Appliance Therapy	202.46
D7250	Surg Rem. Residual Tooth Roots	128.00	D8220	Fixed Appliance Therapy	245.88
D7260	Oroantral Fistula Closure	382.38	D8670	Quarterly Ortho Adjustments	701.84
D7261	Primary Closure of a Sinus Perforation	184.02	D8692	Replacement of Lost or Broken Retainer	125.00
D7270	Replantation Single Tooth	337.43	D8999	Unspec. Ortho procedure	By Report
D7280	Surg Exposure of Impacted tooth	271.00	D9110	Palliative Treatment	48.43
D7282	Mobilization or Erupted or Malpositioned Tooth to Aid	125.42	D9220	General Anesthesia	128.00
			D9221	General Anesthesia, add	64.00
			D9230	Analgesia	33.74
			D9241	Intravenous Sedation – First 30 Minutes	110.00

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D9242	Intravenous Sedation – Each additional 15 Minutes	50.00	D9630	Other Drugs and/or Medicaments, By Report	19.87
D9248	Non-intravenous Sedation	110.00	D9910	Apply Desensitizing Medication	32.28
D9310	Professional Consultation	83.19	D9920	Behavior Management No Medication	68.50
D9420	Professional Hospital Call	64.56	D9930	Treatment of Complications (Postsurgical)	33.52
D9440	Office Visit After Hours	32.28	D9940	Occlusal guard, by report	200.00
D9610	Therapeutic Drug Injection	19.87	D9999	Approved Hospital Case	153.25
D9612	Therapeutic Drug Injection – 2 or more	39.74			